

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 19-251-ITB
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 19-251-ITB (“Main Agreement”) dated June 27, 2019 between Slurry Pavers, Inc. (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

1. Provision **6. CONTRACT AMOUNT** is hereby amended as follows:

The County will pay the Contractor in accordance with the terms of the Progress Payments and Retainage and Payment Terms sections below and at the prices shown in Exhibit B, for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section (“Contract Amount”) unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

2. Provision **35. AUDIT** is hereby amended as follows:

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County’s funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor’s expense. Should the County’s examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County’s request, reimburse the County for the overcharges and for the reasonable costs of the County’s examination, including, but not limited to, the services of external audit firm and attorney’s fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County’s funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days’ notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

3. Provision 54. **SEXUAL HARASSMENT POLICY** is hereby added to the Contract Terms and Conditions:

54. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the

Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

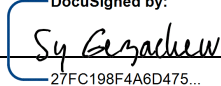
THE COUNTY BOARD OF ARLINGTON

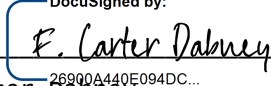
Slurry Pavers, Inc.

COUNTY, VIRGINIA

AUTHORIZED: _____

AUTHORIZED: _____

SIGNATURE:  _____
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SIGNATURE:  _____
DocuSigned by: 26900A440E094DC...

NAME: SY GEZACHEV

NAME: F. Carter Dabney

TITLE: PROCUREMENT OFFICER

TITLE: Pres

DATE: 6/2/2021

DATE: 6/2/2021